

MORTGAGE RECORD 75

From
J.L. Constant et uxMORTGAGEState of Kansas, Douglas Co; ss-
Filed for record Dec. 27th, 1928 at 2:05
P.M.To
Bank Savings Life Insurance Co.*W. L. Wellman*
Register of DeedsKANSAS REAL ESTATE FIRST MORTGAGE.

This Indenture, Made the first day of January A.D., 1929, between---- J.L. Constant and Frances Constant, his wife, of the County of Douglas and State of Kansas, party of the first part, and -----
---The Bank Savings Life Insurance Company, a corporation under the laws of the State of Kansas, located at Topeka, Kansas, party of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of Seven Thousand five hundred and no/100 Dollars ----- in hand paid, the receipt whereof is hereby acknowledged does hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate, in the county of Douglas and State of Kansas, to-wit:

Part of "Reserve" in Lane's first addition to the City of Lawrence, Viz: Commence at the North west corner of Henry (now 8th street) and Mississippi Street in said City; West on north side of Henry Street 250 ft. West 250 ft., to West line of Mississippi Street; South on west line of Mississippi Street 150 ft., to beginning.

To Have and To Hold the same, with appurtenances thereto belonging or in anywise appertaining including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns, forever; and the said party of the first part hereby covenant that at the delivery hereof, --lawfully seized of said premises and ha--- good right to convey the same; that said premises are free and clear of all incumbrances; and that--- will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, However, That if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of 7500.00 Dollars on the first day of January, A.D. 1934, with interest thereon at the rate of 6% per cent per annum payable on the first day of January and July in each year, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said party of the first part and payable to the order of The Bank Savings Life Insurance Company, and shall perform all and singular the covenants herein contained, then this mortgage to be void, and to be released at the expense of the said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part does hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said party of the first part hereby further covenant and agrees to pay all taxes, general or special, which may be levied or assessed against or due upon the said land, premises or property, and abstain from the commission of waste on said premises, and keep the buildings in good repair and insured to the amount of \$5000.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid therefor, with interest thereon from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as part of, and in the manner as the principal sum hereby secured.

And the said party of the first part does further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, without notice, declare the entire debt hereby secured immediately due and payable; and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to immediate possession of said premises by receiver or otherwise, as it may elect, and to subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all moneys mentioned herein, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

J.L. Constant
Frances Constant.State of Kansas)
County of Douglas) ss:

On this 20 day of December A.D. 1928, before me, a Notary Public, in and for said county, personally appeared J.L. Constant and Frances Constant, his wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

and official
Witness my hand/ seal the day and year last above written.

L.S.
My Commission expires Jan. 25/1930.Geo. W. Kuhne
Notary Public